

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 123 Suppl. No. 0 Contract No. 04 - 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

To: AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Adjustment of Compensation at Lump Sum:

Completion of acceptable east end (meaning Lifts 12 - 14) Orthotropic Box Girder (OBG) working drawings is contingent upon a variety of issues for which the Department or Contractor may be responsible, including, but not limited to, completeness of working drawing submittals, timeliness of preparation, submittal, review, approval of working drawings, completeness of design, clarifications and decisions involving constructability, and construction means and methods. Completion of said working drawings is behind schedule and the responsibility for delay and the final cost impacts resulting therefrom have not been assessed and quantified by the parties. Until such time a determination is made with respect to the parties' responsibilities, and time and cost impacts quantified, this Contract Change Order (CCO) is being issued to provide the Contractor estimated compensation for direct cost impacts attributable to the Department. It is currently estimated that such compensation will equal or exceed \$5,850,000.00. It is agreed that after February 28, 2009, detailing work subject to this change order will be compensated at a rate of \$105 per hour, inclusive of TRO.

In the event the Contractor is granted a time extension for delays associated with detailing of east end OBG working drawings and the number of working days in Contract Bid Item No. 5 are increased, the parties agree that Contractor's TRO daily value will be offset \$2,788.00 for each additional working day granted the Contractor.

In accordance with the above, upon analysis and determination of 1) delay cause, 2) allocation of responsibility of the parties, and 3) effect impacts, estimated amounts paid pursuant to this CCO will be accounted for in any subsequent determination of responsibility and associated damages. When actual costs associated with the production of the east end OBG working drawings have been ascertained, said amount shall be adjusted in a supplemental or separate CCO, as appropriate. It is agreed that, prior to final resolution of cost and time impacts, the Contractor will provide supporting documentation for all direct costs in accordance with the Contract.

This CCO is issued based on a general non-binding statement of entitlement. Both parties agree that they are not, by signing this CCO, admitting any liability with respect to project plans, specifications, administration of contract, costs time or performance, or project duration, nor are they waiving any rights to claim adjustments in that regard. It is agreed compensation provided herein is not an acknowledgement of responsibility by the Department or an admission of Contractor entitlement for additional damages. Compensation provided by this CCO shall not be used by either party to assert any specific percentage of responsibility for any claim against the other party.

Consideration of a time adjustment will be deferred until completion of the work specified herein. Determination of a commensurate time adjustment will be made in accordance with Section 10-1.13, "PROGRESS SCHEDULE (CRITICAL PATH METHOD)" and Section 10-1.14, "TIME-RELATED OVERHEAD" of the Special Provisions, as well as Section 8-1.07, "LIQUIDATED DAMAGES", of the Standard Specifications.

Adjustment of Compensation at Lump Sum \$5,850,000.00
 Estimated Cost: Increase ☒ Decrease ☐ \$5,850,000.00

By reason of this order the time of completion will be adjusted as follows: Deferred

Submitted by			
Signature	Resident Engineer	Darryl Schram for Gary Pursell, Sup.T.E.	Date 11/3/09
Approval Recommended by			
Signature	Supervising Bridge Engineer	Gary Pursell, Sup.T.E.	Date 11/3/09
Engineer Approval by			
Signature	Principal Transportation Engineer	Peter Siegenthaler, Prin.T.E.	Date 11/4/09

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature	(Print name and title)	Date
	Michael D. Flowers Project Director	11-5-09